

Atty Dkt. No. 2003 P 11236 US

REMARKS

REMARKS/ARGUMENTS

- I. Claims 1 and 3-23 are pending in this application. In the March 30, 2007 non-final office action:
 - A. Rejected claims 1 and 3-23 under 35 USC 103(a) as being unpatentable over Meyer in view of Landau et al.

- B. The Examiner's Rejection of claims 1 and 3-23 under 35 USC 102(e) should be withdrawn

Before turning to the examiner's rejection, a brief summary of the present invention is provided. As shown in blocks 2704, 2708 and 2712 of Fig. 27, once a user has accessed the web portal of the present invention, general service information about the user's one or more building sites may be obtained. As discussed in the specification, the web portal may then receive a request for information about service contract information from an individual building. The result can be seen in FIG 22 for example, where the user can obtain information such as contract number, status of the contract, renewal date, when the service contract is due for renewal, the service technician responsible for the service contract, type of system or systems covered under the service contract. At 1620 in Fig. 22, the user can also obtain a service history for a particular contract, as well as scheduled services. At 1660, the user can obtain information about building sites and equipment covered under a service contract.

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Now turning to the examiner's rejections, the examiner has indicated that the Meyer reference teaches all of the limitations of claim 1, except that Meyer does not teach service contracts for building sites. The examiner has relied upon paragraphs 0005, 0008, 0053 and 0058 of Landau to correct this deficiency. However, a review of these paragraphs make it clear that Landau does not teach providing service contract information for a selected building site as claim 1 requires. A review of paragraphs 0008 and 0009 for example indicate that Landau instead teaches providing service contract data not for a building site, but for individual pieces of equipment which are likely located within a building site. There is nothing in the Landau reference that would suggest providing service contract information based upon a user's selection of a building site to obtain service contract information as claim 1 requires.

Regarding claims 3, 5, 6, 7, 10 and 11, the examiner's rejection of these dependent claims clearly contradicts the admission the examiner made with respect to claim 1. In claim 1, the examiner has acknowledged that Meyer fails to disclose anything about service contract information, and then in these dependent claims, which clearly relate to particular kinds of service contract information, the examiner has relied upon the Meyer reference. It is respectfully submitted, especially in light of the examiner's own admission, that Meyer fails to disclose anything remotely relating to the types of service contract information as set forth in these dependent claims. Accordingly, the examiner is respectfully requested to withdraw the rejection of claims 3,5,6,7,10 and 11 for at least this reason.

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With respect to independent claim 13, this claim is similar to scope as claim 1, but further includes the limitation of providing a user with information about service contracts for a selected individual building site for a plurality of different types of building systems. As with the rejection of claim 1, the examiner has indicated that the Meyer reference teaches all of the limitations of claim 13, except that Meyer does not teach service contracts for building sites. Its unclear from the examiner's response whether the examiner fully understands the subtle difference in claim scope from claim 1. As with the rejection of claim 1, the examiner has relied upon paragraphs 0005, 0008, 0053 and 0058 of Landau to correct this deficiency. However, a review of these paragraphs make it clear that Landau does not teach providing service contract information for a selected building site as claim 1 requires, nor does it teach providing service contract information for a plurality of different types of systems, as claim 13 requires. A review of paragraphs 0008 and 0009 for example indicate that Landau instead teaches providing service contract data not for a building site, but for individual pieces of equipment which are likely located within a building site. There is nothing in the Landau reference that would suggest providing service contract information based upon a user's selection of a building site to obtain service contract information for a plurality of different types of systems as claim 13 requires.

Regarding claims 14, 16, 17, 18, 20, 21,22 and 23 the examiner's rejection of these dependent claims clearly contradicts the admission the examiner made with respect to claim 13. In claim 13, the examiner has acknowledged that Meyer fails to disclose anything about service contract information, and then in these dependent

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claims, which clearly relate to particular kinds of service contract information, the examiner has relied upon the Meyer reference. It is respectfully submitted, especially in light of the examiner's own admission, that Meyer fails to disclose anything remotely relating to the types of service contract information as set forth in these dependent claims. Accordingly, the examiner is respectfully requested to withdraw the rejection of claims 14,16,17, 18, 20, 21, 22 and 23 for at least this reason.

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Conclusion

For all of the foregoing reasons, it is respectfully submitted the applicants have made a patentable contribution to the art. Favorable reconsideration and allowance of this application is, therefore, respectfully requested.

Respectfully submitted,

Date: _____

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